

# **EXHIBIT 3**

Y/B

**ORIGINAL DOCUMENT  
DO NOT REMOVE  
FROM OFFICE**

SPLORELLS ED

**LEASE AGREEMENT**

**BETWEEN**

**KIMCO OCALA 665, INC.**

**AND**

**BURLINGTON COAT FACTORY OF FLORIDA, LLC**

### **ARTICLE 33 RESTRICTIVE COVENANTS**

So long as Tenant, its successors, assigns or subtenants lease any space in the Shopping Center, Landlord covenants that notwithstanding the amendment, cancellation, termination or expiration of the herein Lease: (a) no covenant or agreement made by Landlord or any predecessor in title with any other person or entity restricting the use or occupancy of all or part of the Shopping Center shall be of any force or effect against Tenant except as set forth in **Exhibit "B"** hereof; (b) no building or structure shall be demolished, nor shall any building or structure be hereafter erected or maintained on any part of the Shopping Center except in the area designated "Future Building Area" on **Exhibit "A"** hereof. There shall be only one (1) occupant of the improvements constructed in the Future Building Area; (c) no portion of any Protected Parking Area or Critical Area may be modified (including by way any change in the configuration of the parking stalls) without Tenant's consent, which consent Tenant may grant or withhold in its sole and absolute discretion; (d) no places of public assembly (e.g., movie theaters, bowling alleys, supermarkets, gymnasiums, fitness centers, and the like) shall be erected or maintained in any part of the Shopping Center; provided, however, that a supermarket is permitted to the south of Line "A" (as shown on the Site Plan) in the premises currently occupied by Best Buy, Staples or Citi Trends, and a supermarket may be located in the Future Building Area depicted on the Site Plan provided the entrance to same is located on the north side of such premises and such premises does not exceed seventeen thousand eight hundred (17,800) square feet in size; (e) no restaurant or other premises for on or off premises food or beverage consumption may be erected or maintained within one hundred (100) feet of any part of the Demised Premises except as exists as of the date hereof (which existing restaurants or other premises for on or off premises food or beverage consumption are listed on the site plan attached hereto); (f) no building in the Shopping Center shall be leased, used or occupied by an infant furniture and accessories store or for the sale of the items listed in **Exhibit "D-1"**, and (g) no building, store or premises in the Shopping Center shall be leased, used or occupied in violation of **Exhibit "F"**.

If Landlord violates any of its covenants above, and such violation continues for a period of three (3) business days following written notice from Tenant to Landlord, Tenant shall have the right to seek all remedies available at law or in equity.

### **ARTICLE 34 TENANT'S RIGHT TO OPERATE**

A. Landlord recognizes that Tenant's parent operates a chain of stores on a national basis in a highly competitive business and acknowledges that the amount of sales which Tenant may make in the Demised Premises is not predictable and will necessarily depend not only on business conditions, but upon many other factors and unforeseeable decisions which Tenant's parent reserves the right to make in the best interest of its entire business.

B. Subject to the terms of this Lease, Tenant reserves the right to lawfully operate its business in the Demised Premises as it sees fit. Landlord shall have no express or implied right to interfere in the operation of Tenant's business or to complain about or hold Tenant liable for

**EXHIBIT "D-1"**

Baby Depot Exclusives

1. cribs
2. changing tables
3. toy boxes
4. children's and adult rocking chairs
5. glider/rockers
6. juvenile furniture
  - a. tables
  - b. chairs
  - c. chests
  - d. dressers
  - e. bean bags
7. crib comforters, dust ruffles, bumpers, sheets and mattress pads
8. diaper stackers and diaper bags
9. strollers
10. high chairs
11. car seats
12. play pens
13. walkers and entertainers
14. infant swings
15. infant and layette clothing
16. infant toys

Notwithstanding anything herein to the contrary, the foregoing restrictions shall not apply to (i) any tenant that utilizes, in the aggregate, less than three thousand (3,000) square feet of its premises including aisles for the display of the above products as incidental sales to its primary business; or (ii) leases in effect at the time of execution of this Lease where such uses are permitted.